

AN ORDINANCE 2006-05-18-0586

AUTHORIZING A LICENSE AGREEMENT IN AN ANNUAL AMOUNT OF \$500.00 WITH THE UNIVERSITY OF TEXAS AT SAN ANTONIO FOR THE USE OF THE KODAK AND GULF INSURANCE BUILDINGS AT HEMISFAIR PARK FOR APPROXIMATELY 40 DAYS PER YEAR FOR THE TEXAS FOLKLIFE FESTIVAL HELD IN 2006 THROUGH 2010.

* * * * *

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

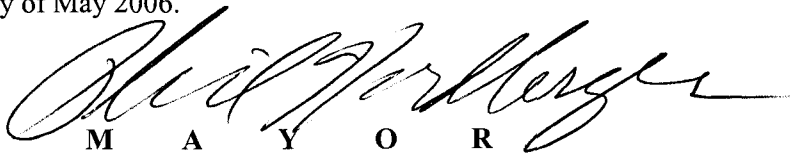
SECTION 1. The City Council authorizes and directs granting a license to use, in connection with the Texas Folklife Festival, two buildings in HemisFair Park in District 1, for a five-year term and a \$500 per annum fee. In furtherance of the preceding, the City Council authorizes and directs the City Manager or her designee to execute and deliver on behalf of the City a License Agreement substantially in the form attached as **Attachment I**, which is incorporated into this ordinance by reference for all purposes as if it were fully set forth. The City Manager and her designee should take all other actions reasonably necessary or convenient to effectuate the transaction described in Attachment I, including agreeing to nonmaterial changes to its terms.

SECTION 2. Funds in the amount of \$500.00 per year are to be deposited into General Fund 11001000, Internal Order 2240000001, General Ledger 4401110.

SECTION 3. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager, or the City Manager's designee, correct allocation to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

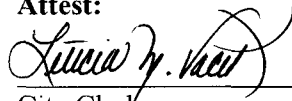
SECTION 4. This ordinance becomes effective May 28, 2006.

PASSED AND APPROVED this 18th day of May 2006.


M A Y O R

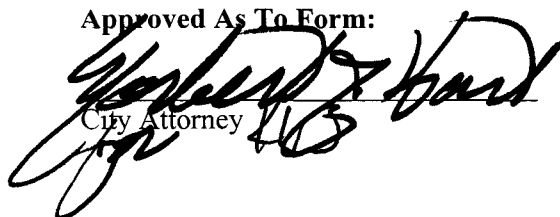
PHIL HARDBERGER

Attest:



City Clerk

Approved As To Form:



City Attorney

Attachment I

License Agreement

(UTSA/Folklife Festival)

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Licensor: City of San Antonio

Licensor's Address: P.O. Box 839966, San Antonio, Texas 78283-3966

Authorizing Ordinance:

Licensee The Board of Regents of the University of Texas System for
the use and benefit of the University of Texas at San Antonio

Licensee's Address: 210 W. 6th Street, Austin, Texas 78701

Description of Premises: The approximately 8,201 square foot Eastman Kodak
Building and the approximately 1,000 square foot Gulf
Insurance Building located at HemisFair Park, San Antonio,
Bexar County, Texas, as graphically depicted on **Exhibit A**

Permitted Use: Storage of nonperishable items associated with the Texas
Folklife Festival and a changing area for festival performers

License Fee: \$500 a year

Term: 5 Years, but only during the the designated interval each year
as provided in paragraph 1.02

1. License of Premises.

1.01. Licensors licenses the Premises to Licensee, and Licensee licenses the Premises from Licensors, under the terms and conditions of this License.

1.02. The License is not year round but only during the Texas Folklife Festival and, for set up and take down, for periods of 15 days before and after the official opening and closing dates of the festival.

2. Use.

2.01. Licensee may use the Premises the purposes of the Permitted Use only.

2.02. Before occupancy, Licensee must secure all necessary permits, licenses, and other evidences of authority to operate in the Premises, as required by all City, County, State, and Federal authorities in accordance with all applicable statutes, laws, ordinances, rules, and regulations.

2.04. Licensors provides no parking associated with this License.

3. Term of License.

The Term of this License is as stated above, unless terminated earlier according to the terms of this License.

4. Acceptance and Condition of Premises.

4.01. Licensee has had ample opportunity to examine the Premises before the Effective Date. Licensee acknowledges that no condition hazardous to life, limb, or health exists on the Premises. Licensee will neither create such a condition nor permit one created by others to exist. Licensee hereby waives all claims, whether for personal or property damage, arising out of the condition of the Premises as of the Effective Date. Licensee accepts the Premises "**As Is, Where Is, and With All Faults.**"

4.02. Licensors has made no representations respecting the condition of the Premises and no promises to decorate, alter, repair, or improve the Premises, either before or after the execution hereof, except as expressly set forth in this License. Licensors **Specifically Disclaims Any And All Warranties Of Habitability or Suitability Of The Premises For Licensee's Intended Commercial Purposes And Uses.**

4.03. When this License ends, by whatever means, Licensee must restore the Premises to the condition they were in at the beginning of this License, ordinary wear and tear excepted, and leave the Premises broom clean.

5. License Fee.

5.01. Licensee must pay the Fee for the first year in a one-time lump sum, on or before the Effective Date. For later license years, Licensee must pay the Fee not later than May 31.

5.02. All Licensee Fees must be paid at the Department of Asset Management, 114 W. Commerce St., 2nd Floor (c/o Property Disposition Manager), San Antonio, Texas 78205. Failure to timely pay a License Fee hereunder is a default entitling Licensors to terminate this agreement on 10-days' prior written notice.

5.03. Licensee's obligation to pay License Fee is an independent covenant, and no act or circumstance, whether or not a breach by Licensor, relieves Licensee of the obligation to pay License Fee or other sums due hereunder.

6. Construction and Alterations.

6.01. Licensee must not make any improvements or alterations without first obtaining the written approval of Licensor. Any attachments, drilling or welding of the Building's structural systems must be clearly indicated on Licensee's drawings. Licensor's approval of the drawings does not relieve Licensee of responsibility to request and obtain written permission for the attachments, drilling, or welding, which approval may be evidenced by written approval of same on the drawings themselves.

6.02. Licensee may, at its own expense, make minor repairs and nonstructural alterations and improvements to the interior of the Premises of \$500 or less per alteration without Licensor's prior written approval, provided the work is performed in a good and workmanlike manner and in compliance with all federal, state, and city laws, ordinances, codes, and regulations. Licensor reserves the right to inspect progress of construction of such improvements during such period.

7. Fixtures and Personal Property.

7.01. Licensee's trade fixtures and other personal property installed at Licensee's expense remain Licensee's property. Licensee may, upon termination of this License, if Licensee is not in default, remove such items. Licensee, at its sole cost and expense, must immediately repair any damage caused by the removal. All trade fixtures, equipment, signs, furniture, furnishings and other personal property installed in or attached to the Premises by Licensee must be new or in good, serviceable and attractive condition when so installed or attached. Any trade fixtures or other personal property of Licensee, whether or not installed or attached, if not removed by Licensee from the Premises on or before 30 days after the termination of this License, are deemed to be permanently affixed and become the property of Licensor without any further notice to Licensee or to its creditors, and without any liability whatsoever of Licensor.

7.02. Any floor covering affixed to the floor of the Premises is and becomes the property of Licensor absolutely.

8. Taxes and Fees.

Licensor and Licensee are both governmental entities, neither one of which pays taxes. Despite that risk of any taxation arising from this License is allocated to Licensee, and Licensee must defend against or satisfy any such claim. If Licensor ever pays any sums allocated to Licensee in this License, Licensee must promptly on request reimburse Licensor with interest at 18% per annum from the date of Licensor's request. Such reimbursement is additional License Fee, except no late fee applies.

9. Liens.

9.01. Licensee must pay promptly for any work done by Licensee (or materials furnished therefor) in or about the Premises.

9.02. Licensee will not bind, or attempt to bind, Licensor for payment of any money in connection with Licensehold improvements. Licensee must not permit any liens against the Premises or improvements thereon, or any equipment, machinery and/or fixtures therein belonging to Licensor. If any contractor and/or subcontractor employed by Licensee is bonded, Licensee must use every reasonable effort to have Licensor named in any contractor or subcontractor bond as an additional insured party.

9.03. If any mechanic's or other lien or order for payment is filed against the Premises or improvements thereon, or City (Licensor)-owned property located therein, Licensee must, within 30 days after the date of filing, cause it to be canceled and discharged of record by bond or otherwise.

9.04. Failure of Licensee to comply with any requirement of this article is an event of default.

10. Maintenance and Repairs.

10.01. Licensee takes the Premises as-is. Licensor makes no representations and assumes no duty regarding maintenance or repairs. If Licensee finds the Premises unsuitable for its purposes, its sole remedy is termination as provided in this agreement.

10.02. Licensee must keep the Premises clean and free of debris and must promptly remove from the Premises any unfinished food and soiled dishes and utensils.

11. Laws and Ordinances.

11.01. Licensee must comply with all local, state, and federal laws, rules, and regulations affecting the Premises, and all Licensee's activities in the Premises must be clean and safe and must comply with all regulations of any applicable board of fire underwriters.

11.02. Licensee must comply with the regulations or requirements of any insurance underwriter, inspection bureau, or similar agency, with respect to the Premises. Licensee must, at its own expense, comply with the requirements of the City of San Antonio Development Services Department.

11.03. The term "Hazardous Materials" has the meaning ascribed to it in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (as amended, "CERCLA"). Licensee must not introduce any Hazardous Materials to the Premises. Licensee must reimburse Licensor as additional License Fee for any increase in Licensor's insurance costs arising from or related to Licensee's activities on or about the Premises.

11.04. Licensor disclaims any warranty as to the presence of mold on the Premises.

12. Utilities.

Licensor provides all utilities as a part of the License.

13. Access to Premises.

Licensor may enter the Premises for: (a) inspecting the their condition; (b) making such repairs, additions, alterations, or improvements thereto, or to the Building including, but not limited to, cleaning sewer drains and pipes, (c) exhibiting the Premises to prospective purchasers or future Licensees of the Building; and (d) placing notices. Neither Licensee nor any person within Licensee's control will interfere with such activities or notices.

14. Insurance.

Licensee is self insured. It must assure during the term of this agreement that its self-insurance program provides for potential liabilities arising under this agreement to the same extent as it does for any other activities of Licensee.

15. Acts of Co-Licensees and Other Persons.

All fixtures, improvements, trade fixtures, equipment, signs, furniture, furnishings, and other personal property placed in the Premises are present at the sole risk of Licensee. Licensor is not liable to Licensee or to any other person, and Licensee waives all claims for, any injury or death to any person or damage to any property of Licensee or to other persons or other property located in or upon the Premises, or for any loss or damage to the property by theft or otherwise or due to the Premises or any part or appurtenances thereof becoming out of repair or arising from bursting or leaking of water, gas, waste pipes, or defective wiring or excessive or deficient electrical curLicense Fee; or from any act or omission of employees, co-Licensees, or other occupants of the Premises, or the Building, or any other persons or due to the

happening of any accident in or about the Premises, unless such damage is proven to have been caused by Licensor's sole active negligence.

16. Assignment and Sublicensing.

Any attempt at transfer, assignment, or sublicensing of Licensee's rights, duties, and obligations hereunder, without the Licensor's prior written consent, is void and terminates the License. Licensee must, upon such termination, immediately and peacefully vacate the Premises within three days after Licensor's notice to Licensee.

17. Damage or Destruction of Premises.

If, in Licensee's judgment, damage to the Premises renders them unsuitable for Licensee's purposes, Licensee's sole remedy is to terminate the License. No portion of the Licensee Fee will be rebated.

18. Default.

18.01. Each of the following, independently of any other of the following, is an event of default:

- A. Licensee's failure to pay any sums due under this License ("monetary default") and the failure is not cured within 10 days after notice thereof.
- B. Licensee's failure to perform or observe any of other term, provision, condition, or covenant of this License and the failure is not cured within 30 days after notice thereof, except if more than 30 days is reasonably required to cure a non-monetary default, it is an event of default of Licensee fails to begin cure within 30 days of notice or if Licensee fails to diligently pursue cure once begun. No cure may take more than 60 days from notice.
- C. The Licensehold estate being taken by execution or by other process of law.
- D. Licensee becoming subject to an order for relief under the United States Bankruptcy Code, becoming subject to a receivership, or entering into a composition of creditors.
- E. Entry by any court of an order modifying the rights of Licensee's creditors.
- F. Licensee's becoming defunct or merging or joining with another entity without the prior written approval of the Licensor.
- G. Licensee's failure to take possession of the Premises, or having taken possession, failure to conduct business within 10 days following the date of issuance of a Certificate of Occupancy by City, or after beginning the conduct of business, failure to open for business for a period of more than five consecutive days.
- H. Any other event denominated as an event of default elsewhere in this License.

18.02. In accordance with the § 137 of the City Charter, Licensor may further terminate this License for any of the following:

- A. This License is deemed by the City Council to be inconsistent with the public use of the property.
- B. Licensee's use of the Premises is finally adjudicated to be a nuisance by a court of competent jurisdiction.

19. Remedies: Termination and Other Options.

19.01. If Licensee defaults, after the above notice and cure periods, Licensor may terminate this License.

19.02. Upon any expiration or termination of this License, Licensee must quit and peacefully surrender the Premises to Licensor. Upon termination or at any time thereafter, Licensor may, without further notice, enter the Premises and possess them, by force, summary proceedings, ejectment or otherwise, and may dispossess Licensee and remove Licensee and all other persons and property therefrom.

19.03. Either party may terminate this License at any time before expiration by giving the other 30-days' prior written notice. Licensee may not terminate this License before all License Fees theretofore due have been paid. No Fees are rebated upon termination, but Fees not yet accrued need not be paid.

20. Dispute Resolution.

20.01. As a condition precedent to bringing any action arising out of or relating to this agreement or any aspect thereof, including an action for declaratory relief but not an action specifically excepted below, the disputants must first submit in good faith to mediation. The parties may not assert limitations, laches, waiver, and estoppel based upon attempts to mediate.

20.02. Filing suit on a claim that should be mediated hereunder waives the filer's right to demand mediation. But one party's waiver does not affect another party's right. A defendant does not waive mediation for so long as, within a reasonable time after appearing, the defendant gives written notice to the plaintiff or its counsel of intent to require compliance with this paragraph.

20.03. Mediation must be conducted in San Antonio, Bexar County, Texas.

20.04 The party desiring relief has the burden to initiate mediation. Waiting for another party to initiate mediation does not waive the right to it.

20.05. If the parties can otherwise agree on a mediator, they may do so. Alternatively, either party may petition any court of competent jurisdiction to appoint a mediator. The only predicate issues the court need consider before appointing a mediator are whether (i) the copy of the contract before the court is authentic and (ii) the contract was duly signed and delivered by all parties to be bound to mediate. If neither of those issues is denied under oath, the court may appoint a mediator upon motion, without trial.

20.06. Mediator fees must be borne equally.

20.07. The parties need not mediate before going to court (1) for either party to seek emergency injunctive relief or (2) for Licensor to seek forcible entry and detainer relief against Licensee.

21. Miscellaneous Provisions.

21.03. Authority To Execute. The parties executing this License on behalf of Licensee personally warrant that each of them has full authority to execute this License on behalf of the entity for whom they are acting.

21.04. Applicable Law. This Agreement is entered into in San Antonio, Bexar County, State of Texas. **The Construction Of This Agreement And The Rights, Remedies, And Obligations Arising Thereunder Are Governed By The Laws Of The State Of Texas.** But the Texas conflicts of law rules must not cause the application of the laws of a jurisdiction other than Texas. The obligations performable hereunder by both parties are performable in San Antonio, Bexar County, Texas.

21.05. Severability. If any portion hereof is determined to be invalid or unenforceable, the determination does not affect the remainder hereof.

21.06. Successors. This Agreement inures to the benefit of and binds the heirs, representatives, successors, and permitted assigns of each party. This clause does not authorize any assignment not otherwise authorized.

21.07. Integration. This Written Agreement Represents The Final Agreement Between The Parties And May Not Be Contradicted By Evidence Of Prior, Contemporaneous, Or Subsequent Oral Agreements Of The Parties. There Are No Oral Agreements Between The Parties.

21.08. Modification. This Agreement may not be changed orally but only by a written agreement, signed by the party against whom enforcement of any modification is sought. No such modification, express or implied, affects the right of the modifying party to require observance of either (i) any other term or (ii) the same term or condition as it applies on a subsequent or previous occasion.

21.09. Third Party Beneficiaries. This Agreement is for the benefit of the parties and their successors and permitted assigns only. There are no third party beneficiaries.

21.10. Notices. Any notice provided for or permitted hereunder must be in writing and by certified mail, return receipt requested, addressed to the parties at their respective addresses set forth in the preamble. If the addressee is a corporation, notices must be addressed to the attention of its President. Notice is complete three days after deposit, properly addressed and postage prepaid, with the United States Postal Service. Failure to use certified mail does not defeat the effectiveness of notice actually received, but such notice is effective only on actual receipt. Address for notice may be changed by giving notice hereunder.

21.11. Pronouns. In construing this Agreement, plural constructions include the singular, and singular constructions include the plural. No significance attaches to whether a pronoun is masculine, feminine, or neuter. The words "herein," "hereof," and other, similar compounds of the word "here" refer to this entire Agreement.

21.12. Captions. Paragraph captions in this Agreement are for ease of reference only and do not affect the interpretation hereof.

21.13. Counterparts. This Agreement may be executed in multiple counterparts, each of which is an original, whether or not all parties sign the same document. Regardless of the number of counterparts, they constitute only one agreement. In making proof of this agreement, it is not necessary to produce or account for more counterparts than are necessary to show execution by or on behalf of all parties.

21.14. Further Assurances. The parties must execute and deliver such additional documents and instruments as may be required to effect fully the provisions hereof. No such additional document(s), however, may alter the rights or obligations of the parties as contained in this agreement

21.15. Ambiguities Not to Be Construed against Drafter. Any ambiguities found in this License must be resolved without resort to construction against the drafter.

21.16. No Special Relationship. The parties' relationship is an ordinary commercial one. They do not intend to create the relationship of principal and agent, partnership, joint venture, or any other special relationship.

22. Prohibited Interests in Contracts.

22.01. The Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as defined in Section 2-52 of the Ethics Code, from having a financial interest in any contract with the City or any City agency such as city owned utilities. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:

- (i) a City officer or employee;
- (ii) his paLicense Fee, child or spouse;
- (iii) a business entity in which the officer or employee, or his paLicense Fee, child or spouse owns (i) 10% or more of the voting stock or shares of the business entity, or (ii) 10% or more of the fair market value of the business entity;
- (iv) a business entity in which any individual or entity above listed is a (i) subcontractor on a City contract, (ii) a partner, or (iii) a paLicense Fee or subsidiary business entity.

22.02. Licensee certifies as follows:

- (i) Licensee and its officers, employees and agents are neither officers nor employees of the City.
- (ii) Licensee has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.

22.03. Licensee acknowledges that City's reliance on the above warranties and certifications is reasonable.

In Witness Whereof, the parties have hereunto caused their representatives to set their hands to be effective as of the Effective Date.

Licensor:

City of San Antonio, a Texas
municipal corporation

Signature: _____

Printed
Name: _____

Title: _____

Date: _____

Licensee:

**The Board of Regents of the University
of Texas System for the use and benefit
of the University of Texas at San
Antonio**

Signature: _____

Printed
Name: _____

Title: _____

Date: _____

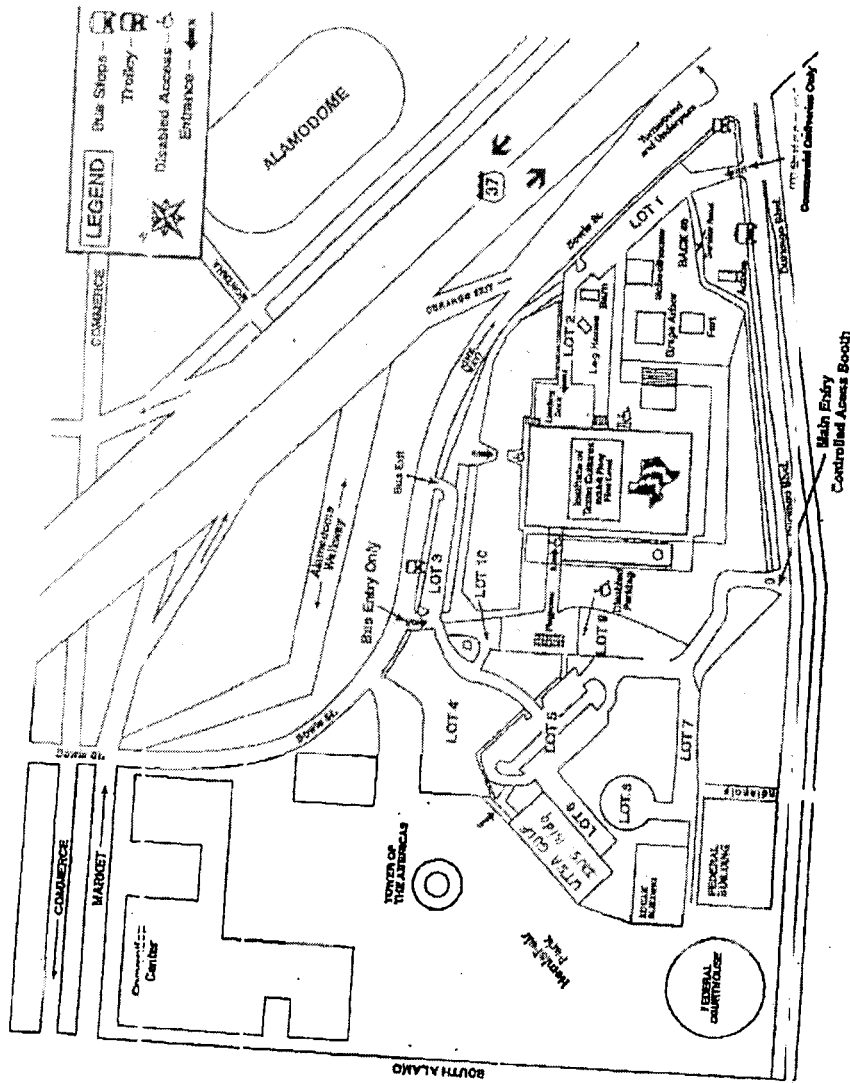
Attest:

City Clerk

Approved as to Form:

City Attorney

Exhibit A



Instituto de Culturas de Americas

**CITY OF SAN ANTONIO
DEPARTMENT OF ASSET MANAGEMENT
CITY COUNCIL AGENDA MEMORANDUM**

TO: Mayor and City Council

FROM: Shawn P. Eddy, Interim Director - Department of Asset Management

SUBJECT: Ordinance approving a five-year License Agreement with UTSA to use the Kodak and Gulf Insurance Buildings during the San Antonio Texas Folklife Festival

DATE: May 18, 2006

SUMMARY AND RECOMMENDATIONS

An Ordinance approving a five-year License Agreement with the University of Texas at San Antonio (UTSA) for the use of the Kodak and Gulf Insurance buildings, for approximately forty days per year during the San Antonio Texas Folklife Festival for years 2006 through 2010 for \$500.00 each year.

Staff recommends approval of this Ordinance.

BACKGROUND INFORMATION

With the passage of this ordinance, the Folklife Festival staff will be able to utilize two presently vacant buildings to store non-perishables and for changing and dressing rooms only. The Agreement also contains a Termination Clause where either party may cancel the License without cause.

POLICY ANALYSIS

Approval of this ordinance will be a continuation of City Council policy to support the adopted Hemisfair Park Master Plan and Downtown Neighborhood Plan and is consistent with the City's policy to enter into temporary leases for the use of any of its vacant buildings.

FISCAL IMPACT

UTSA will be paying a License Fee of \$500.00 each year of this agreement.

COORDINATION

This request for ordinance has been coordinated with the City Attorney's Office.

SUPPLEMENTARY COMMENTS

The Discretionary Contracts Disclosure Form required by the Ethics Ordinance is attached as Exhibit "A".

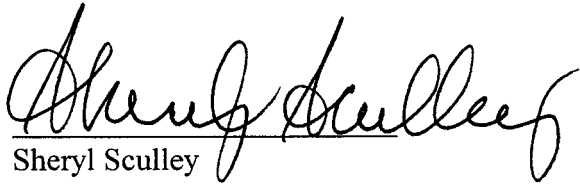


Shawn P. Eddy, Interim Director
Department of Asset Management



Erik J. Walsh
Assistant City Manager

Approved for Council Consideration:



Sheryl Sculley
City Manager

City of San Antonio
Discretionary Contracts Disclosure

For use of this form, see Sections 2.55 through 2.67 of the City Charter.
Attach additional sheets if space provided is not sufficient.

(1) Identify any individual or business entity that is a **party** to the discretionary contract:

The University of Texas at San Antonio, Institute of Texan Cultures

(2) Identify any individual or business entity which is a **partner, parent** or **subsidiary** business entity, of any individual or business entity identified above in Box (1):

X No partner, parent or subsidiary; or

List partner, parent or subsidiary of each party to the contract and identify the corresponding party:

(3) Identify any individual or business entity that would be a **subcontractor** on the discretionary contract.

X No subcontractor(s); or

List subcontractors:

(4) Identify any **lobbyist** or **public relations firm** employed by any party to the discretionary contract for purposes related to seeking the discretionary contract.

X No lobbyist or public relations firm employed; or

List lobbyists or public relations firms:

A *business entity* means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law. A sole proprietor should list the name of the individual and the d/b/a, if any.

(5) Political Contributions

List all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made to any *current or former member* of City Council, any *candidate* for City Council, or to any *political action committee* that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under Box (1), (2), (3) or (4) above, or by the officers, owners of any business entity listed in Box (1), (2) or (3):

☒ No contributions made; If contributions made, list below:

By Whom Made:	To Whom Made:	Amount:	Date of Contribution:


(6) Disclosures in Proposals

Any individual or business entity seeking a discretionary contract with the city must disclose any known facts which, reasonably understood, raise a question² as to whether any city official or employee would violate Section 2-43 of the City Code (Ethics Code), ("conflicts of interest") by participating in official action relating to the discretionary contract.

☒ Party not aware of facts which would raise a "conflicts-of-interest" issue under Section 2-43 of the City Code; or

Party aware of the following facts:

This form is required to be supplemented in the event there is any change in the information before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed, whichever occurs first.

Signature:  Pamela S. Bacon	Title: Associate VP for Administration Company or D/B/A: The University of Texas at San Antonio	Date: April 25, 2006
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² For purposes of this rule, facts are "reasonably understood" to "raise a question" about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require careful consideration of whether or not recusal is required.

DO NOT TYPE IN THIS SPACE		CITY OF SAN ANTONIO		Request For Ordinance/Resolution		Consent <input checked="" type="checkbox"/> Individual <input type="checkbox"/> Item No. 15 Ord. No.			
Approval		Finance Budget				Legal Kenneth Bennight 7-6168		Coordinator	
Date: May 18, 2006									
Date Council Consideration Requested: May 18, 2006		Deadline for Action: May 18, 2006		Dept. Head Signature 					
SUMMARY OF ORDINANCE									
An Ordinance approving a five-year License Agreement with the University of Texas at San Antonio (UTSA) for the use of the Kodak and Gulf Insurance buildings, for approximately forty days per year during the San Antonio Texas Folklife Festival for years 2006 through 2010 for \$500.00 each year.									
Staff recommends approval of this Ordinance.									
Other Depts, Boards, Committees Involved (please specify): Kenneth Bennight from the City Attorney's Office reviewed this ordinance.									
Contract signed by other party Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>									
FISCAL DATA (If Applicable)									
Amount Expended				Funds/Staffing Budgeted Yes <input type="checkbox"/> No <input type="checkbox"/> Positions Currently Authorized Yes <input type="checkbox"/> No <input type="checkbox"/> Impact on future O & M If positions added, specify Class and Job No.					
Fund 11001000 SAP GL Account 4401110									
*Cost Center N/A									
*Internal Order No. 224000000001 *WBS (Capital Proj) N/A									
*(Fill out only the field that is appropriate to your council action.)									
Comments: Consent Agenda Council District 1				Please submit 3 copies with your original					